

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

ETS PAYPHONES, INC.

Plaintiff,

v.

INTERWORLD COMMUNICATIONS, INC,
CORPSEVE, S.A. DE C.V., WORLD
CENTER OF VIDEO CONFERENCES, S.A.
DE C.V., DEAN HOLLIS VELAZCO, AND
JOHN REMKE,

Defendants.

Civil Action No. 04-389 (KAJ)

STIPULATION AND ORDER

ETS Payphones, Inc. (the "Plaintiff") and Corpserve, S.A. de C.V. and Dean Hollis Velazco (the "Settling Defendants," and with Plaintiff, the "Settling Parties") hereby stipulate, consent and agree, in lieu of a trial in this matter and as set forth on the record at the hearing held on December 8, 2006, as follows:

1. The parties have previously entered into a settlement agreement whereby \$370,000 is to be paid by the Settling Defendants to the Plaintiff by 5:00 p.m. Eastern time on December 13, 2006 to resolve this matter (the "Settlement Payment"). Furthermore, the Settling Defendants agree to pay the Plaintiff \$5,000 in fees and expenses by 5:00 p.m. Eastern time on December 20, 2006 (the "Fee Payment"). Upon Plaintiffs confirmation of timely receipt of the Settlement Payment and Fee Payment, as set forth above, the Settling Parties shall file a stipulation of dismissal of this action with prejudice in the form attached hereto as Exhibit A (the "Stipulation of Dismissal").

2. In the event the Settling Defendants timely pay the Settlement Payment, as set forth above, but fail to timely pay the Fee Payment, as set forth above, then the Settling Parties have agreed that judgment can be entered against the Settling Defendants, in the form attached hereto as Exhibit B (the "Fee Payment Consent Judgment"), in the amount of the Fee Payment, plus any and all attorney's fees reasonably expended to enforce Fee Payment Consent Judgment.

3. The parties have further agreed that if the Settlement Payment is not timely paid to the Plaintiff, then judgment can be entered against the Settling Defendants, in the form attached hereto as Exhibit C (the "Consent Judgment"), in the amount of \$500,000, plus prejudgment interest accruing from the date of the filing of this action at the legal rate set forth in 28 U.S.C. § 1961(a), plus costs under Fed. R. Civ. Proc. 54(d).

4. The Settling Parties agree that jurisdiction and venue for enforcement of this Stipulation, the Stipulation of Dismissal, the Fee Payment Consent Judgment, and/or the Consent Judgment exists in this Court, and waive any and all defenses based on personal jurisdiction, subject matter jurisdiction and venue.


5. This Court shall retain jurisdiction over this action including without limitation, over implementation of, or disputes arising out of, this Stipulation, the Stipulation of Dismissal, the Fee Payment Consent Judgment, and/or the Consent Judgment. The Plaintiff is entitled to recovery of all fees and expenses, including attorney fees, in any such proceeding to enforce this Stipulation, the Fee Payment Consent Judgment and/or the Consent Judgment.

6. This action shall be dismissed with prejudice upon Court approval of the Stipulation of Dismissal, the Fee Payment Consent Judgment or the Consent Judgment.

Dated: December 8, 2006
Wilmington, Delaware

Kent A. Jordan
United States District Judge

STIPULATED, APPROVED AND
CONSENTED TO AS TO FORM
AND SUBSTANCE:

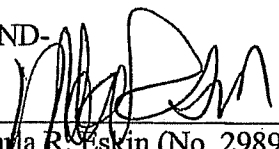

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- and -

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ATTORNEYS FOR PLAINTIFF
ETS PAYPHONES, INC.

-AND-


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Wilmington, Delaware 19801

ATTORNEY FOR DEFENDANTS
DEAN HOLLIS VELAZCO AND
CORPSERVE, S.A. de C.V.

EXHIBIT A

Form of Stipulation of Dismissal

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

ETS Payphones, Inc.

Plaintiff,

v.

Inter-World Communications, Inc.,
Corpserve, S.A. de C.V., World
Center of Video Conferences, S.A.
De C.V., Dean Hollis Velazco, and
John Remke,

Defendants.

Civil Action No. 04-389-KAJ

STIPULATION OF DISMISSAL

IT IS HEREBY STIPULATED AND AGREED by and between the undersigned parties, that the above-captioned action, pursuant to Rule 41(a)(1) of the Federal Rules of Civil Procedure, including all claims and counter-claims, shall be and hereby is dismissed with prejudice and with each party to bear its own costs and expenses, including attorneys' fees.

Dated: _____

YOUNG CONAWAY STARGATT
& TAYLOR, LLP

CAMPBELL & LEVINE, LLC

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Attorney for Defendants
Corpserve, S.A. de C.V. and
Dean Hollis Velazco

EXHIBIT B

Form of Fee Payment Consent Judgment

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

ETS PAYPHONES, INC.

Plaintiff,

v.

INTERWORLD COMMUNICATIONS, INC.,
CORPSEVE, S.A. DE C.V., WORLD
CENTER OF VIDEO CONFERENCES, S.A.
DE C.V., DEAN HOLLIS VELAZCO, AND
JOHN REMKE,

Defendants.

Civil Action No. 04-389 (KAJ)

FEE PAYMENT CONSENT JUDGMENT

ETS Payphones, Inc. (the "Plaintiff") and Corpserve, S.A. de C.V. and Dean Hollis Velazco (the "Settling Defendants," and with Plaintiff, the "Settling Parties") consent and agree to be bound by the terms and conditions of this consent judgment (the "Consent Judgment"), as well as the terms and conditions of that certain Settlement Agreement and Mutual Release, dated November 24, 2006 (the "Settlement Agreement"), except that the Settlement Agreement shall not be construed as a release of the Settling Defendants' obligations under this Consent Judgment, in full and final settlement of this action, and as set forth on the record at the hearing held on December 8, 2006, and the Settling Parties further consent and agree that the Settling Parties have reviewed and consented to this form of Consent Order such that Plaintiff may submit this Consent Judgment to the Court for approval without any further consent or approval,

WHEREFORE, with the consent of the Settling Parties, IT IS HEREBY
FINALLY ORDERED, ADJUDGED AND DECREED as follows:

1. Judgment is hereby entered in favor of the Plaintiff and against the Settling Defendants in the amount of \$5,000.00, plus any and all attorney's fees reasonably expended to enforce this Consent Judgment (collectively, the "Judgment Amount"), and the Settling Defendants are hereby ordered to immediately pay the Judgment Amount to the Plaintiff. Each of the Settling Defendants is jointly and severally liable for the full Judgment Amount and the Plaintiff is hereby authorized to enforce the Consent Judgment and collect the full Judgment Amount from either or both of the Settling Defendants.

2. The Settling Parties agree that jurisdiction and venue for enforcement of this Consent Judgment and the Settlement Agreement exists in this Court, and waive any and all defenses based on personal jurisdiction, subject matter jurisdiction and venue.

3. This Court shall retain jurisdiction over this action including without limitation, over implementation of, or disputes arising out of, this Consent Judgment or the Settlement Agreement. The Plaintiff is entitled to recovery of all fees and expenses, including attorney fees, in any such proceeding to enforce this Consent Judgment.

4. Except as set forth herein, this action is dismissed with prejudice and each party will bear its own costs and attorney fees.

Dated: _____, 2006
Wilmington, Delaware

Kent A. Jordan
United States District Judge

EXHIBIT C

Form of Consent Judgment

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

ETS PAYPHONES, INC.

Plaintiff,

v.

INTERWORLD COMMUNICATIONS, INC.,
CORPSERVE, S.A. DE C.V., WORLD
CENTER OF VIDEO CONFERENCES, S.A.
DE C.V., DEAN HOLLIS VELAZCO, AND
JOHN REMKE,

Defendants.

Civil Action No. 04-389 (KAJ)

CONSENT JUDGMENT

ETS Payphones, Inc. (the "Plaintiff") and Corpserve, S.A. de C.V. and Dean Hollis Velazco (the "Settling Defendants," and with Plaintiff, the "Settling Parties") consent and agree to be bound by the terms and conditions of this consent judgment (the "Consent Judgment") in full and final settlement of this action, and as set forth on the record at the hearing held on December 8, 2006, and the Settling Parties further consent and agree that the Settling Parties have reviewed and consented to this form of Consent Order such that Plaintiff may submit this Consent Judgment to the Court for approval without any further consent or approval,

WHEREFORE, with the consent of the Settling Parties, IT IS HEREBY FINALLY ORDERED, ADJUDGED AND DECREED as follows:

1. Judgment is hereby entered in favor of the Plaintiff and against the Settling Defendants in the amount of \$500,000.00, plus prejudgment interest accruing from the date of the filing of this action at the legal rate set forth in 28 U.S.C. § 1961(a),

plus costs under Fed. R. Civ. Proc. 54(d) (collectively, the "Judgment Amount"), and the Settling Defendants are hereby ordered to immediately pay the Judgment Amount to the Plaintiff. Each of the Settling Defendants is jointly and severally liable for the full Judgment Amount and the Plaintiff is hereby authorized to enforce the Consent Judgment and collect the full Judgment Amount from either or both of the Settling Defendants.

2. The Settling Parties agree that jurisdiction and venue for enforcement of this Consent Judgment exists in this Court, and waive any and all defenses based on personal jurisdiction, subject matter jurisdiction and venue.

3. This Court shall retain jurisdiction over this action including without limitation, over implementation of, or disputes arising out of, this Consent Judgment. The Plaintiff is entitled to recovery of all fees and expenses, including attorney fees, in any such proceeding to enforce this Consent Judgment.

4. Except as set forth herein, this action is dismissed with prejudice and each party will bear its own costs and attorney fees.

Dated: _____, 2006
Wilmington, Delaware

Kent A. Jordan
United States District Judge